

## MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is entered into as of April 24, 2018 (the “Effective Date”), between **Tradesmen International, LLC** (“Tradesmen”) and **Electron Hydro, LLC** (“Client”).

1. SCOPE. This Agreement contemplates Client and Tradesmen entering into one or more mutually agreeable, written purchase orders, work orders or bill rate confirmations signed by both parties (a “Work Order”) for one or more projects, wherein Tradesmen will assign its skilled labor employees (“Loaned Employees”) on an as-needed basis to Client. The terms of this Agreement shall be incorporated into each Work Order, and each Work Order is only for the purpose of confirming the work site, agreed upon job classifications and billing rates, and any pre-screening criteria for Loaned Employees. In this regard, any other terms referenced in or attached to any Work Order are disregarded unless expressly agreed to by Client and Tradesmen in the Work Order. Client agrees that (i) Tradesmen is neither a guarantor, nor insurer and will not be liable, except as expressly provided in this Agreement, for any injury, loss or damage to persons or property or from work stoppages that may arise in the performance or non-performance of work by Tradesmen employees, or the conduct of any other person at the job site, (ii) Tradesmen is not undertaking to provide Client with a specific solution to a particular problem nor is Tradesmen assuming Client’s responsibilities under a construction or other contract, rather the Loaned Employees are intended to supplement Client’s existing capabilities by performing such labor services as Client may determine, direct and supervise under a Work Order, and (iii) as further clarification, all services of Tradesmen (including its Loaned Employees) will be provided on an “As Is, Where Is” basis without warranty of any kind, whether express or implied, as to the quality, merchantability, timeliness or fitness for a particular purpose of services it provides. This Agreement does not obligate Client to order staffing services from Tradesmen, nor does it obligate Tradesmen to accept requested staffing services from Client.

2. RELATIONSHIP OF THE PARTIES. The parties expressly intend and agree that in connection with Tradesmen assigning Loaned Employees under a Work Order, (i) Tradesmen is an independent contractor and not an agent of Client, and (ii) except as expressly provided in this Agreement, (A) at no time shall Tradesmen and Client be construed to be a co-employer or joint employer and (B) all Loaned Employees shall at all times be considered to be solely employees of Tradesmen and not employees or agents of Client.

3. TERM. This Agreement shall commence on the Effective Date and continue until either party provides the other a written notice to terminate this Agreement, which termination shall be effective thirty (30) days after delivery of notice of termination. The termination of this Agreement shall terminate any Work Order. Either party may terminate a Work Order effective on the last day of the next calendar week following a party’s delivery of a written termination notice. No termination of a Work Order shall serve to terminate any other Work Order or this Agreement unless expressly stated in the notice of termination. Upon termination of this Agreement or a Work Order, the parties shall have no further obligation under this Agreement or the Work Order, except such termination shall not terminate, affect, or impair any rights, obligations, or liabilities of either party that may accrue prior to such termination (including fees and indemnification) or which under the terms of this Agreement survive termination.

#### 4. LOANED EMPLOYEES.

a. Tradesmen Responsibilities. Tradesmen is solely responsible for (i) recruiting, screening, hiring, assigning, promoting, disciplining, discharging, and where requested by Client, replacing Loaned Employees, (ii) paying wages, social security taxes and unemployment insurance, and withholding federal and state income taxes, (iii) providing employee benefits to Loaned Employees, and (iv) handling any applicable workers' compensation claims, unemployment compensation claims, and FMLA leave requests of the Loaned Employees.

b. Common Law Employer. As the common law employer of the Loaned Employees, Tradesmen has the right to physically inspect the work site and work processes to assess any potential work site hazards to Loaned Employees; to conduct post-accident/incident investigations and drug testing; to audit Client's safety and training records; to review and address Loaned Employees work performance issues; and to enforce Tradesmen's employment policies relating to Loaned Employees' conduct at the work site.

c. Client Responsibilities. Client shall (i) supervise the Loaned Employees and be responsible for their work while assigned with Client, including the manner, means and methods of work to be performed, (ii) not change a Loaned Employee's job duties or job site location under a Work Order without Tradesmen's prior written approval, (iii) supervise, control, and safeguard the Client's premises, job sites and projects, processes, and systems, (iv) not permit any Loaned Employee to operate any vehicle or mobile equipment (off a job site) without the prior written consent of Tradesmen or within the job classification for such Loaned Employee in the applicable Work Order, and (v) ensure that the Loaned Employees are provided any meal and rest breaks required by applicable law.

d. Vehicles or Mobile Equipment. If Client requires, directs, authorizes or permits any Loaned Employee to operate a vehicle or mobile equipment of any kind for Client, then such individual will be deemed the employee of the Client for purposes of insurance. Client accepts full responsibility for claims (except for worker's compensation claims of Loaned Employees), including defense thereof, involving injury, property damage, theft, fire, collision, cargo damage or public liability arising from the operation of any vehicle or mobile equipment by any Loaned Employee who is required, directed, authorized or permitted to operate the vehicle of any kind for Client.

e. Designation. Client shall have sole discretion to establish the minimum qualifications necessary for the performance of any service to be rendered pursuant to a Work Order. However, no authority has been conferred upon Tradesmen by Client to hire any person or persons on behalf of Client. Tradesmen shall have the sole discretion to determine which of its employees will be designated to become Loaned Employees.

f. Immigration. Tradesmen shall not assign an employee with Client under a Work Order unless the Loaned Employee is lawfully able to work and/or reside in the United States in compliance with federal and state law immigration requirements applicable to the respective Work Order.

g. Guarantee. Tradesmen represents and warrants that each Loaned Employee under a Work Order shall be of the quality and have the knowledge required by the applicable job scope under the respective Work Order. Client, in its sole discretion, may terminate a work assignment at any time for any lawful reason. If Client is not satisfied with the services provided by a Loaned Employee, Client may, as its exclusive remedy, request Tradesmen to remove the Loaned Employee so long as such action is not discriminatory under applicable law, and if the notification occurs within the first four (4) hours of the first day of the assignment, Client will not be charged for the services of the Loaned Employee. However, if Client retains a Loaned Employee for more than four (4) hours worked, Client is responsible for the entire invoice for hours worked and orientation by such Loaned Employee.

h. Non-Hire. Client shall not, directly or indirectly, solicit and/or employ any Tradesmen employee for separate employment or as an independent contractor.

i. Tools; Tradesmen PPE. Tradesmen will instruct its Loaned Employees to wear work boots, hard hats, high visibility vests and safety glasses ("Tradesmen PPE") and to carry basic hand tools of the particular trade at the work site, while Client will supply all other tools, materials and equipment, to Loaned Employees, at Client's cost.

j. Labor Matters. Client represents and warrants to Tradesmen that it is not, and will not be, bound by any collective bargaining agreement or a duty to bargain collectively. Client shall immediately notify Tradesmen if Client receives a request for union recognition, a petition to the NLRB for a union election and if any flow-down provisions of a prime contract for an applicable Work Order require Tradesmen to accept or recognize any collective bargaining agreement as a condition to provide services under the Work Order.

k. Safety. Client agrees to provide Loaned Employees with (i) a safe work environment that complies with all applicable Federal OSHA and/or equivalent state agency standards and (ii) any site-specific safety training and/or site-specific personal protective equipment or any other safety equipment required for their work assignment on the job site, exclusive of Tradesmen PPE. Client shall inspect, maintain, and replace any site-specific equipment Client provides to Loaned Employees, as needed. Client agrees (x) to notify Tradesmen of any safety issues involving Loaned Employees, as soon as it learns of them, (y) to promptly notify Tradesmen of any accident or medical treatment of any Loaned Employee, and (z) to promptly provide Tradesmen a completed incident report of the accident/medical treatment, with Tradesmen having the right to conduct an onsite investigation with Client's cooperation. Client shall be responsible for all OSHA recordkeeping responsibilities required by law in the performance and execution of the terms of this Agreement and each Work Order.

## 5. FEES.

a. Prevailing Wage Projects. Client shall be responsible for (i) prior notification to Tradesmen of any and all projects that support a contract with a federal, state or local government and (ii) the accuracy of any applicable prevailing wage determinations. Should Client fail to notify Tradesmen of an applicable prevailing wage or provide accurate wage determinations, Tradesmen reserves the right to bill Client the difference in the rate for all hours worked plus any statutory or regulatory costs associated with such rate difference. If required for the project, all invoices shall be accompanied by certified payroll records.

b. Time Cards. Loaned Employees will submit their time cards to Client weekly, with Client being responsible for the accuracy of time records. Client agrees to approve and sign documentation of time worked presented to it by Tradesmen's employees, and to designate one or more representatives of Client to sign the documentation on behalf of Client. Once the applicable documentation by Client is received, no credits will be provided to Client for the time worked as reflected in such documentation, unless a credit is necessary because of a mistake of Tradesmen or Tradesmen's employees.

c. Fee Calculation. Client shall pay Tradesmen fees equal to the agreed-upon hourly rates of the Loaned Employees set forth in the applicable Work Order multiplied by the number of hours worked by the Loaned Employees. Fees do not include any applicable sales, use, or similar taxes, which Tradesmen may add to, and paid by Client as part of, the fees or otherwise on demand. Tradesmen may charge Client a two (2) hour, show-up fee for each Loaned Employee unless Client notifies Tradesmen of work being called off at least two (2) hours before show-up time. Bill rates increase by 1.5 times the applicable hourly bill rate for each hour of overtime work a Loaned Employee works or as required under applicable law. If a Loaned Employee is required to transfer job sites, during the work day, Client shall be billed \$.30 per mile.

d. Payment Terms. Client will be billed weekly and shall pay any invoice amount upon receipt of the invoice. Tradesmen may charge interest at 1.5% per month or, if less, the maximum rate allowed by applicable law, on all amounts not paid within thirty (30) days of the invoice date. If Client fails to make a payment or any portion thereof when due, Tradesmen may, and without waiving any other rights it may have, suspend performance of any Work Order until all amounts owing to Tradesmen are fully paid, and Client agrees to pay all collection costs and expenses (including reasonable attorney's fees) incurred by Tradesmen in collection. Client shall immediately notify Tradesmen of disputed invoice amounts.

## 6. INSURANCE.

a. Worker's Compensation. Each party shall maintain in the jurisdiction in which the work is performed workers' compensation and U.S. Longshore and Harbor Workers (as applicable) coverage on its employees complying with statutory requirements with limits no less than \$500,000 on employer's liability (each accident, bodily injury by disease each employee, and bodily injury by disease policy limit), and Tradesmen shall also provide an alternate employer endorsement in favor of Client. It is the intent of the parties that Client be afforded the maximum protection afforded by law under the applicable worker's compensation statute for injuries occurring to Tradesmen employees working under this Agreement. In those jurisdictions where Client is not afforded the protection of an exclusive remedy under the worker's compensation statute unless Tradesmen's employees are deemed to be loaned employees of the Client for purposes of worker's compensation, Tradesmen will take commercially reasonable means to ensure that its employees working under this Agreement are considered loaned employees to Client for purposes of worker's compensation and nothing in this Agreement shall be construed as prohibiting such an arrangement.

b. Commercial General Liability. Each party shall maintain commercial general liability insurance coverage, on an occurrence basis, with limits no less than \$1,000,000 per occurrence, with a waiver of subrogation endorsement in favor of the other party.

c. Certificates of Insurance. Upon a reasonable written request, each party shall deliver certificate(s) of insurance to the other party as a certificate holder, showing the policies, limits and coverage required under this Agreement.

d. OCIP/CCIP. If, on a specific project, it is determined that the owner or the prime contractor will be providing insurance ("OCIP/CCIP"), that would otherwise be required to be provided by the Tradesmen, then (i) Client shall be responsible for prior notification to Tradesmen of any and all terms of the OCIP/CCIP insurance program for the project; and (ii) Tradesmen will not be required to provide insurance required by this Agreement to the extent the same is provided by such owner or prime contractor.

## 7. INDEMNIFICATION.

a. By Tradesmen. To the fullest extent permitted by law, Tradesmen shall indemnify, defend (third-party claims at Client's option) and hold harmless Client from and against any fees, claims, demands, judgments, settlements, causes of action, damages, liabilities, taxes, actual, out-of-pocket reasonable costs and expenses (including reasonable attorneys' fees) ("Loss") relating to or arising from (i) Tradesmen's breach of this Agreement and/or a Work Order, (ii) unlawful, reckless or malicious acts or omissions committed by a Loaned Employee, (iii) personal injury claims of a Loaned Employee covered by worker's compensation coverage required under this Agreement, and (iv) violations of applicable federal, state or local laws, statutes or regulations by Tradesmen. Notwithstanding the foregoing, Tradesmen shall have no obligation to indemnify Client for Loss arising from (A) the work product of the Loaned Employees, including, without limitation, defective work, product warranty or product liability claims, or (B) a Loaned Employee operating any vehicle or mobile equipment who has been required, directed, authorized or permitted to operate the vehicle of any kind for Client.

b. By Client. To the fullest extent permitted by law, Client agrees to indemnify, defend (third-party claims at Tradesmen's option) and hold harmless Tradesmen from and against any Loss relating to or arising from (i) Client's breach of this Agreement and/or a Work Order, (ii) acts or omissions of Client and Loaned Employees, except Client shall not be responsible for (A) unlawful, reckless or malicious acts or omissions committed by an Loaned Employee or (B) personal injury claims of a Loaned Employee covered by worker's compensation coverage required under this Agreement, (iii) violations of applicable federal, state or local laws, statutes or regulations by Client, (iv) personal injury claims of a Client employee, (v) any work product of any Loaned Employee (including, without limitation, defective work, product warranty or product liability claims); and (vi) a Loaned Employee operating any vehicle or mobile equipment who has been required, directed, authorized or permitted to operate the vehicle of any kind for Client.

c. Limitations. "Loss" excludes any punitive, exemplary, special or consequential damages and any lost profits or other economic damages, even if advised of the possibility of such loss or damage. In the event of concurrent and/or contributory negligence (if applicable), each applicable party shall be responsible for indemnity in relation to their respective negligence.

d. WAIVER OF IMMUNITY. FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST AN INDEMNIFYING PARTY BY THE OTHER PARTY UNDER SUCH INDEMNIFICATION PROVISION, THE INDEMNIFYING PARTY SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS; PROVIDED THE INDEMNIFYING PARTY'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST INDEMNIFYING PARTY BY THE OTHER PARTY, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY INDEMNIFYING PARTY'S EMPLOYEE DIRECTLY AGAINST INDEMNIFYING PARTY.

8. COMPLIANCE WITH LAWS. Each party shall comply with all applicable laws, rules, regulations and orders in performing its obligations under this Agreement and each Work Order, including, but not limited to, environmental, health and safety, immigration and equal employment opportunity.

9. EQUAL OPPORTUNITY EMPLOYER. Each party is an equal opportunity employer wherein Tradesmen agrees to hire and assign employees to Client, and Client agrees to accept and direct Loaned Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status, veteran status, or any other protected class status pursuant to applicable law. In this regard, the parties agree that, only to the extent applicable to each such party, they will abide by the requirements relating to the notice of employee rights under applicable labor laws.

10. NOTICES. All notices and other communications (including notices of all asserted claims or liabilities) required or desired to be given or sent by one party to the other party shall be in writing, shall be addressed to the other party at such address and contact information that the notifying party may designate to the other party in accordance with this Section 10, and shall be deemed to have been given (i) on the date of delivery, if personally delivered to the party, (ii) five (5) calendar days after mailing if mailed, with proper postage, by certified or registered airmail, postage prepaid, return receipt requested, (iii) on the date of receipt if transmitted during regular business hours by an electronic communications method with confirmation of

transmission, or (iv) two (2) business days after delivered to a nationally recognized overnight courier service marked for overnight delivery.

11. AUTHORITY. Each party represents to the other that this Agreement has been duly executed and delivered by the party, and, assuming the due authorization, execution and delivery by the other party, constitutes the legal, valid and binding obligation of the party, enforceable against the party in accordance with its terms.

12. MISCELLANEOUS. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive. This Agreement and Work Orders constitute the entire agreement between the parties relating to the services hereunder, and supersede all prior agreements, proposals, or correspondence, whether oral or written, relating to the services. A party's failure to insist on performance of any of the terms or conditions herein, or to exercise any right or privilege, or a party's waiver of any breach hereunder, will not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type. This Agreement will be governed and construed by the laws of the State of Delaware, and each Work Order by the state or commonwealth where the site of the project for the Work Order is located, without regard to any conflict of law principles contained therein. This Agreement benefits and will be binding upon Tradesmen, Client and their respective successors, heirs and permitted assigns. This Agreement may be executed in two or more counterparts, all of which will constitute one and the same agreement. The execution and delivery of this Agreement by delivery of a facsimile or pdf copy bearing the facsimile or pdf signature of a party shall constitute a valid and binding execution and delivery of this Agreement, and such facsimile or pdf copies shall constitute enforceable original documents.

**In Witness Whereof**, the parties have entered into this Agreement as of the Effective Date.

**Electron Hydro, LLC**

By: Thom A. Fischer  
Title: Manager Date: Apr 24, 2018

**Tradesmen International, LLC**

By: [Signature]  
Title: GM Date: 4/25/18